

DISPOSITION: September 16, 1942. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

9152. Adulteration of shelled walnuts. U. S. v. 400 Cartons of Shelled Walnuts (and 6 other seizure actions against shelled walnuts). Decrees of condemnation. Product ordered released under bond. (F. D. C. Nos. 15858, 15859, 15913, 15914, 15996, 16012, 16108, 16109, 16110. Sample Nos. 4520-H, 10464-H, 18001-H, 18002-H, 18629-H, 18632-H to 18636-H, incl., 18639-H, 18729-H.)

LIBEL FILED: Between the approximate dates of April 12 and May 12, 1945, Northern District of Illinois, District of Minnesota, Western and Eastern Districts of Pennsylvania.

ALLEGED SHIPMENT: Between the approximate dates of November 30, 1944, and March 23, 1945, by the Davis Nut Shelling Co., from Los Angeles, Calif.

PRODUCT: Shelled walnuts. 610 25-pound cartons at Chicago, Ill.; 168 25-pound cartons and 3 cartons containing, respectively, 6 pounds, 12½ pounds, and 16½ pounds at Duluth, Minn.; 200 25-pound cartons at Philadelphia, Pa., and 40 25-pound cartons at Pittsburgh, Pa.

LABEL, IN PART: "Davis Pakt Shelled Walnuts Standard Amber Halves & Pieces."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of filthy and decomposed substances by reason of the presence of insect-infested, worm-damaged, and moldy walnuts.

DISPOSITION: Between April 30 and June 28, 1945, E. J. Brach & Sons, claimant for a portion of the Chicago lot, Bunte Brothers, claimant for the remainder of the Chicago lot, and the Davis Nut Shelling Co., claimant for the Duluth, Pittsburgh, and Philadelphia lots, having admitted the material allegations of the respective libels, judgments of condemnation were entered and the product was ordered released under bond to be brought into compliance with the law, under the supervision of the Food and Drug Administration.

OILS AND FATS

9153. Adulteration and misbranding of french dressing. U. S. v. 858 Bottles and 69 Cases of French Dressing. Consent decree of condemnation and destruction. (F. D. C. No. 13886. Sample Nos. 73481-F, 73486-F.)

LIBEL FILED: October 4, 1944, Northern District of California.

ALLEGED SHIPMENT: On or about March 1 and June 19, 1944, by the Helen Harrison Co., from Bloomington, Ill.

PRODUCT: French dressing. 229 8-ounce bottles, 580 16-ounce bottles, 49 27½-ounce bottles; and 15 cases, each containing 24 8-ounce bottles, 19 cases, each containing 24 16-ounce bottles, and 35 cases, each containing 12 27½-ounce bottles at Oakland, Calif. Examination showed that a number of the bottles were undergoing fermentation and that the remainder were short of the declared contents.

LABEL, IN PART: "Helen Harrison's French Dressing With Chutney 8 [or "16," or "27½"] Fluid Ounces."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), (portion) the product consisted in whole or in part of a decomposed substance.

Misbranding, Section 403 (e) (2), (remainder) the product failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: January 14, 1946. The sole intervener having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered destroyed.

9154. Adulteration and misbranding of Salad-Aise. U. S. v. 159 Jars of Salad-Aise. Default decree of condemnation and destruction. (F. D. C. Nos. 16305, 16306. Sample Nos. 4728-H, 4729-H.)

LIBEL FILED: May 29, 1945, Eastern District of Pennsylvania.

ALLEGED SHIPMENT: On or about May 3 and 9, 1945, by T. M. Finch and Co., from Rochester, N. Y.

PRODUCT: 159 1-gallon jars of Salad-Aise at Philadelphia, Pa.

LABEL, IN PART: "Finch's Salad-Aise A Delicious Blend of Pure Mayonnaise and Salad Dressing."

NATURE OF CHARGE: Adulteration, Section 402 (b) (4), mineral oil, a nonnutritive substance, had been added to the article and mixed and packed with it so as to increase its bulk and make it appear better or of greater value than it was.

Misbranding, Section 403 (a), the labeling was misleading in that the statement, "Salad-Aise A Delicious Blend of Pure Mayonnaise and Salad Dressing," created the impression and implied that the added oil ingredient of the article was edible vegetable oil, and such impression and implication was not corrected by the latter statement on the label that the article contained mineral oil, since such statements are contradictory.

DISPOSITION: October 9, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

9155. Adulteration and misbranding of edible oils. U. S. v. New Jersey Importing Co. and Louis Tomaiuolo and Frank Tomaiuolo. Pleas of guilty. New Jersey Importing Co. fined \$500; both individual defendants given \$250 suspended sentence and probation for 1 year. (F. D. C. No. 15588. Sample Nos. 82289-F, 82291-F to 82293-F, incl., 82295-F, 82296-F, 82298-F, 82299-F, 82770-F, 82771-F, 82777-F.)

INFORMATION FILED: October 1, 1945, District of New Jersey, against the New Jersey Importing Co., a partnership, West New York, N. J. and Louis Tomaiuolo and Frank Tomaiuolo, trading as copartners under the names of the New Jersey Importing Co. and the Lucatelli Packing Co.

ALLEGED SHIPMENT: Between the approximate dates of June 7 and September 6, 1944, from the State of New Jersey into the State of New York.

LABEL, IN PART: (Cimarosa Brand) "100% Pure Fine cottonseed, peanut, corn And Extra Virgin Olive Oil"; (Lucatelli Brand Choice Peanut Oil) "Choice Peanut Oil Blended With Olive Oil * * * However, in order to further improve our product, we have added a generous portion of one hundred per cent pure virgin Olive Oil, the result being a superior blended oil of extra fine quality and delicate flavor, guaranteed to satisfy the taste of the most discriminating consumers [and similar statements in Italian]"; (Lucatelli Superfine Olive Oil) "Imported Produce * * * Superfine Olive Oil Guaranteed 100% Pure * * * Extra Sublime This Can Contains The Cream Of Imported Virgin Olive Oil Guaranteed To Be Chemically Pure—It Excels For Table Cooking and Medicinal Use [and similar statements in Italian, together with designs of gold medals and olive branches]."

NATURE OF CHARGE: *Cimarosa Brand.* Adulteration, Section 402 (b) (4), artificial color had been added to the product and mixed and packed with it so as to make it appear better or of greater value than it was; and Section 402 (c), a portion of the product contained a coal-tar color that had not been listed as harmless and suitable for use in foods in accordance with the regulations and was other than one from a batch that had been certified. Misbranding, Section 403 (a), the statements in the labeling quoted above were false and misleading since they represented and suggested that the article consisted of a mixture of 100 percent pure fine cottonseed, peanut, corn, and extra virgin olive oils. It consisted of an artificially colored mixture of cottonseed oil and an oil similar to soybean oil, and it contained little or no peanut, corn, or olive oil. Further misbranding, Section 403 (e) (2), the product failed to bear a label containing an accurate statement of the quantity of the contents, since the cans contained less than the declared weight of 1 gallon.

Lucatelli Brand Peanut Oil. Misbranding, Section 403 (a), the statements quoted above were false and misleading since they represented and suggested that the article consisted of choice peanut oil and a substantial amount of olive oil. It consisted essentially of peanut oil and cottonseed oil, containing little or no olive oil. Further misbranding, Section 403 (e) (2) the label of the product failed to bear an accurate statement of the quantity of the contents, since the cans contained less than the declared volume of 1 gallon.

Lucatelli Superfine Brand Olive Oil. Misbranding, Section 403 (a), the statements and designs on the label quoted above were false and misleading since they represented that the article consisted of pure olive oil. It consisted of a mixture of olive oil and about 30 percent of peanut oil.

DISPOSITION: November 30, 1945. Pleas of guilty having been entered on behalf of the defendants, the court imposed a fine of \$500 on the partnership. Each of the individual defendants were sentenced to pay fines of \$250, but these